# Chapter 7 Part 9 Standard Certificate Form

# 7.9.10 Certificate of Ownership and Dedication

(This certificate must be signed by th for each owner may be used.)	e owner(s) of all property shown on the plat. Separate certificates
	is the owner of the land shown on this plat and hereby
[for a major plat, fill in subdivision nar and page(s)] and does hereby dedica	
	Owner(s) Signature
	Owner(s) Signature
	Owner(s) Signature
	Address
Certification of Acknowledgm	ent
Commonwealth of Kentucky County of Jefferson	
I,do hereby certify that the foregoing p	
book(s) and page(s)]	was this day name; for a minor plat, fill in the owner's name(s) and deed
in my presence and acknowledges it	to be free act and deed.  (her, his, their)
Witness my hand and seal this My Commission expires:	day of, 20 day of, 20
	Notary Public

7.9.20



## 7.9.30 Land Surveyor's Certificate

(This certificate is used when a field survey and a drawing are required.)

I hereby certify that this plat and survey were made under my supervision, and that the angular and linear measurements as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief. This survey and plat meets or exceeds the minimum standards of all applicable regulations.

	Signature	RLS#	Date				
	Print Name						
	Seal						
7.9.35	Inspection	Certificate for Bor	d Reduction				
	Engineer's Certif	ficate of Inspection					
	Re: Name of Subdivision and Section No.						
	Planning Commission Docket No.						
	The undersigned certifies as follows:						
	I personally inspected this subdivision on and to the best of my knowledge, the inspection showed that the following improvements required by the construction plans approved on (date of approval letter) have been installed as indicated on the attached sheet and are functioning properly.						
	The attached shinstalled.	eet indicates roadw	ay and/or drainage facilities installed and items remaining to be				
			Date				
			Signature of Engineer and Seal Number				
			Name				
			Address				



# 7.9.40 Certificate of Engineer / Land Surveyor (Field Inspector)

(This certificate is required for bond release	se.)	
Re:		
Re: Name of Subdivision and Section No		_
Planning Commission Docket No.		_
NOTICE		
ANY FALSE STATEMENT MADE IN THIS OF KRS 523.030 AND OF TH		
Certificate of Field Inspector		
The undersigned certifies as follows:		
<ol> <li>I personally inspected this sub- can be determined from what is visible, th streets, required by the approved constru- on unimproved lots) have been installed in repair and functioning properly.</li> </ol>	ction plans dated	, 20, (except sidewalks
<ol><li>Unimproved lots refers to those number of such lots remaining in the subd subdivision.</li></ol>		
I have no knowledge or information improvements have not been installed in a improvements are not functioning properly.	a good and workmanlike manne	
	Date	-
	Signature of Field Inspector	
	 Print Name	



# **Certificate of Engineer / Land Surveyor**

This certificate is require	d for bond rel	ease.)		
The undersigned licensed	d and practicir	ng engineer certifies	as follows:	
1employed under my supe manner which is in keepii responsibility for any inac	ng with the sta	time of such inspec andards of the engir	neering profession, and	ent to perform it in a
I have no know mprovements have not b mprovements are not fur	een installed	in a good and work	d reasonably indicate th manlike manner or that a	
The undersigned licensed	d and practicir	ng land surveyor ce	rtifies as follows:	
Reference mo coundary lines of the sub coints of the roadway at t shall include but not limite and POT (point on tange) Date	division or sul he right of wa ed to PC (poin	odivision section. Ny lines of the subdiv	vision or subdivision sec	stalled at all control tion. These points
Sale		Date		
Signature of Land Survey	or	Signature of Er	ngineer	
Name	P.L.S.#	Name	P.E.#	
Address	Ad	ddress		
Seal	 Se	eal		

Certificate o	Engineer / Land Surveyor	
Re:	division and Section No.	
Name of Sub	aivision and Section No.	
Planning Cor	nmission Docket No.	
NOTICE		
	EMENTS MADE IN THIS CERTIFICATE IS PUNISHABLE UNDER THE KRS 523.030 AND OF THE METROPOLITAN SUBDIVISION	N
The undersigned	icensed and practicing engineer certifies as follows:	
can be determine streets, required by	nally inspected this subdivision on, 20, and to the ex I from what is visible, the inspection showed that all improvements, including the approved construction plans dated, 20, (except side ave been installed in a good and workmanlike manner and that they are in sing properly	g private walks o
	oved lots refers to those on which no primary building has been constructed is remaining in the subdivision does not exceed 20% of the total number of l	
improvements have	no knowledge or information which would reasonably indicate that any of the e not been installed in a good and workmanlike manner or that any of these not functioning properly.	
Date		
Signature of Engi	<u>eer</u>	
Name	P.E.#	
Address		



boundary lines of points of the road	the subdivision or subdiway at the right of way not limited to PC (point	stalled at all points of change in direction of all exterior ivision section. Monuments have been installed at all controlines of the subdivision or subdivision section. These points of curvature), PT (point of tangency), PI (point of intersection
Date		
Signature of Land	d Surveyor	
Name	P.L.S.#	
Address		
		Seal

# Chapter 7 Part 9 Standard Certificate Form

7.9.42		Builder's Certificate for Bond Relea	ase	
	Re:	Name of Subdivision, Section No. and	d Lot No.	
		Planning Commission Docket No.		
	NO	TICE		
		FALSE STATEMENT MADE IN THIS KRS 523.030 AND the Enforcement p		
	The	undersigned certifies as follows:		
	requ	All construction on this lot has buired, construction was accomplished it.	peen substantially completed and, if a naccordance with the plan.	a site drainage plan was
	imp	Proper measures have been ta rovements required by the approved co	ken on this lot to prevent drainage re onstruction plan applicable to this sub	
	resu and	3. Disrepair or improper functionir alting, in whole or in part, from activity of workmanlike manner.	ng of any installed improvements or re engaged in or allowed on this lot has	eference monuments been corrected in a good
			Date	
			Signature of Builder	
			Name	
			Address	

#### 7.9.50 Certificate of Reservation of Gas, Electric, and Telecommunication Easements

The spaces outlined by dashed lines and marked "gas, electric, and telecommunication easement" are hereby reserved as easements for gas, electric and telecommunication utility purposes, which include: (1) the right of ingress and egress across all lots, access areas, and ways to and from the easements; (2) the right to cut down or trim any trees within the easement; (3) the right to trim or cut down any trees outside easement area within 10' of the closest conductor within the easement or a public way; (4) the right to cut down or trim any trees on private property that may be so defective as to present a hazard to the utility lines after reasonable notice to the property owner; (5) the right of any utility company using said easements to remove permanent structures or obstructions within the easement. No permanent structures shall be erected within the easement.

Fences, shrubbery and gardens may occupy easement area at property owner's risk. The developer is to remove all trees that may interfere with the original construction of the gas lines, electric lines and telephone lines to serve this subdivision.

- a. All property owners' electric utility service lines both overhead and underground shall be placed at locations designated by Louisville Gas and Electric Company (from LG&E's termination point throughout length of service lines to customer's buildings); and title thereto shall remain with, and the cost of installation and maintenance thereof shall be borne individually by the owner of the lot upon which the said service line is located.
  - Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines connecting to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.
- b. All property owner's gas utility supply lines shall be at locations designated by Louisville Gas and Electric Company (from LG&E's termination point throughout length of service and house lines and through customer's buildings); and title thereto shall remain in, and the cost of installation and maintenance thereof shall by borne individually by the respective lot owner upon which the said gas line serves.
  - Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain gas lines to LG&E's termination points. Gas lines, as installed, shall determine the exact location of said easements.
- c. The gas, electric and telecommunication easements shown on this plat shall be maintained and preserved in the present condition and no encroachment therein and no change in the grade of elevation thereof shall be made by any person or lot owner without the consent in writing of the Louisville Gas and Electric Company and BellSouth Telecommunications.
- d. Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across, and under all spaces (including park, open and drainage space areas), outlined by dash lines and designated for underground and overhead facilities.

Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of LG&E bringing service to the property shown on this plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

NOTE

- e. Above ground telecommunications facilities and pedestals may be installed at appropriate points in any telecommunications easement.
- f. Construction fencing shall be erected prior to any grading or construction activities preventing compaction of root systems of trees to be preserved. The fencing shall enclose the area beneath the dripline of the tree canopy and shall remain in place until all construction is completed. No parking, material storage, or construction activities shall be permitted within the fenced area.

Also, the right to overhang lots with service wires to serve adjoining lots.
OWNERS:

#### 7.9.60 Certificate of Reservation of Gas Easement

The spaces outlined by dashed lines and marked "Gas Easement" are hereby reserved as easements for underground gas lines and appurtenances thereof, including the right to construct, operate, maintain, repair, and remove such underground gas lines and appurtenances, and the right of ingress and egress over all lots to and from the easements and the right to cut down any trees within the easement that may interfere with the installation or operation of the lines. No permanent structure shall be erected within the easement. Any gas utility using said easement may remove any permanent structure or obstruction within the easement. Fences, shrubbery, and gardens may occupy easement areas at the property owner's sole risk.

(1) All property owners' gas utility supply lines shall be at locations designated by Louisville Gas and Electric Company (from LG&E's termination point throughout length of service and house lines and through customer's buildings); and title thereto shall remain in, and the cost of installation and maintenance thereof shall be borne individually by the owner of the lot upon which the said gas line serves.

Easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties as may be necessary to install, operate and maintain gas lines to LG&E's termination points. Gas lines, as installed, shall determine the exact location of said easements.

OWNERS:_		 	



#### 7.9.70 Certificate of Reservation of Sanitary Sewer and Drainage Easement

Easements for sanitary sewer and drainage purposes are hereby reserved on, over and under the strips of land and spaces as defined and bounded by dashed lines, marked "Sanitary Sewer and Drainage Easement", together with the right of ingress and egress over all lots to and from the easements, for construction, operation, maintenance of sewers and drains over, under and across said land. No permanent structure of any kind shall be placed on, over or under the land which is subject to said easements. The easements shall be for the benefit of the land in the subdivision and other land which naturally drains therein, and said sewers and drains may be constructed by the Metropolitan Sewer District, or by any other public agency having legal authority for such construction, or by others subject to the approval by the aforesaid sewer district.

OWNERS: _			

#### 7.9.75 Certificate of Reservation of Water Line Easement

Permanent easement(s) for water lines and appurtenances are hereby reserved on, over, under, and through the strips of land as defined and bounded by dashed lines marked "Louisville Water Company Easement" together with the right of ingress and egress over all lots to and from the easement(s) for constructing, repairing, removing, replacing, relocating, reconstructing, maintaining and enlarging of water mains. No permanent structure of any kind shall be erected or the grade of the surface of the land changed within the said easement(s) without prior written consent of Louisville Water Company. Fences, shrubbery, and gardens may occupy easement area at the owner's risk. Temporary rights are hereby reserved to use land adjacent to the permanent easement(s) herein granted for storage and movement of excavated earth, rock, construction materials, tools, and equipment during construction of said water lines.

OWNERS:			



#### 7.9.76 CERTIFICATE OF RESERVATION OF DRAINAGE RETENTION BASIN EASEMENT

Easements for drainage and bonding purposes are hereby reserved on and over the land and spaces as defined and bounded by dashed lines, marked "Drainage Retention Basin Easement", together with the right of ingress and egress over all lots to and from the easements, for construction, operation, maintenance and reconstruction of retention basins and other drainage improvements. No permanent structure of any kind shall be placed on or over the land within said easements, except for drainage structures, pavements and landscape planting. The easements shall be for the benefit of the land in the subdivision and additional drainage improvements may be constructed by the Metropolitan Sewer District, or by any other public agency having legal authority for such construction, or by others subject to approval of the aforesaid sewer district or the Works Department. Until said easement areas are accepted for maintenance by said sewer district, or another responsible public agency, said areas shall be maintained by the owners of the underlying fee simple title.

	OWNERS:	
7.9.77	Dedication of Public Utility, Sewer and Drainage Easements and Private Access Easements (Two Lots on Minor Plat Only)	
	This instrument made and entered into on this day of, 20, by(Name address of owner(s) hereby {collectively} referred to as "GRANTOR"), confers the rights and obligations regarding certain real property as follows:	<u>and</u>
	WHEREAS, GRANTOR is the owner of the land shown on the minor subdivision plat attached here and made a part hereof by deed of record in Deed Book, Page, in the Office of the Clerk of Jefferson County, Kentucky;	
	NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, GRANTOR hereby grants, covenants, and agrees as follows:	
	A. <u>Public Utility</u> , <u>Sewer and Drainage Easement</u> . GRANTOR hereby grants a perpetual easem for public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, severand drains on, over and under the strips of land and spaces designated on the attached plat as "Pu Utility, Sewer, Drainage and Private Access Easement", together with the right of ingress and egrest over GRANTOR'S property to and from the easement(s) for construction, operation, maintenance.	wers blic ss

and drains on, over and under the strips of land and spaces designated on the attached plat as "Public Utility, Sewer, Drainage and Private Access Easement", together with the right of ingress and egress over GRANTOR'S property to and from the easement(s) for construction, operation, maintenance, and reconstruction of the aforesaid public utilities, sewers and drains. No permanent structure of any kind, other than a paved roadway, shall be placed on, over or under the land within the perpetual public utility, sewer, and drainage easement(s). The public utility, sewer and drainage easement(s) shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements. All costs or expenses incidental to the maintenance or repair of the easements granted by this paragraph, to the extent they are not occupied by a public utility, shall be borne [equally] by the owners of the Lots/Tracts \_\_\_\_\_\_ on the attached minor subdivision plat. [Any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.]



В.	Private Access	<u>Easement.</u>	GRANTOR hereby	y grants to the owners and occupants of	
	Lots/Tracts	on the a	attached minor subdi	livision plat a private access easement for	
	vehicular and p	edestrian ingre	ss and egress on, o	over, and across the property designated as	
	"Public Utility, S	ewer, Drainage	e, and Private Acces	ss Easement" on the attached minor subdivision	n
	plat. Said ease	ment shall be f	or the benefit of the	owners and occupants of Lots/Tracts	,
	their guests and	linvitees. The	rights conveyed by	said private access easement shall be limited	to
	such as is custo	marily incident	tal to	usage of the lot.	
		-		_	
All d	costs or expense	s incidental to	the maintenance, re	epair, or rebuilding of said road so as to keep it	in
				road shall be borne [equally] by the	
owr	ners of Lots/Tract	ts [An	y owner who fails to	pay his share of said expense promptly upon	
den	nand by the perso	on who has init	tially borne it shall be	e subject to a lien upon filing of an appropriate	
noti	ce in the County	Clerk's Office.	Said lien may be en	inforced against the property in the same mann	ıer
as r	mortgages are fo	reclosed upon	real property.]		

The private access easement shall not be dedicated to or maintained by the public except by agreement of the owners of all the Lots/Tracts and only with the approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.

- C. <u>Amendment.</u> The provisions of this document may not be modified except by agreement of the owners of all the Lots/Tracts and the approval of the Louisville and Jefferson County Planning Commission.
- D. <u>Binding Effect.</u> The provisions of this document shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs, and assigns, and may be enforced by any one or more of the owners of the Lots/Tracts subject to the attached minor subdivision plat in a civil action at law or in equity.
- E. <u>Severability.</u> The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.



IN TESTIMONY WHEREOF, witness the signature of the GRANTOR as of the day and year set out above.

GRANTOR's Signature	
COMMONWEALTH OF KENTUCKY)	
COUNTY OF JEFFERSON )	
The foregoing Dedication of Public Utility, Sewer and Drainage Easements was signed, sworn to, and acknowledged before me by, GRANTOR, this day	
My commission expires:	
Notary Public, Kentucky State-At-Large	
This Instrument prepared by:	
(Signature)	
Name	
Address	
Phone	



7.9.78	Dedication of Public Utility, Sewer and Drainage Easements and Private Access Easements (three or more lots on a minor plat only)
	This instrument made and entered into on this day of, 20, by
	WHEREAS, GRANTOR is the owner of the land shown on the minor subdivision plat attached hereto and made a part hereof by deed of record in Deed Book, Page, in the Office of the Clerk of Jefferson County, Kentucky;
	NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, GRANTOR hereby grants, covenants, and agrees as follows:
	A. Public Utility, Sewer and Drainage Easement. GRANTOR hereby grants a perpetual easement for public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains on, over and under the strips of land and spaces designated on the attached plat as "Public Utility, Sewer, Drainage and Private Access Easement", together with the right of ingress and egress over GRANTOR'S property to and from the easement(s) for construction, operation, maintenance, and reconstruction of the aforesaid public utilities, sewers and drains. No permanent structure of any kind, other than a paved roadway, shall be placed on, over or under the land within the perpetual public utility, sewer, and drainage easement(s). The public utility, sewer and drainage easement(s) shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements.
	All costs or expenses incidental to the maintenance or repair of the easements granted by this paragraph, to the extent they are not occupied by a public utility, shall be borne [equally] by the owners of the Lots/Tracts on the attached minor subdivision plat. [Any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.]
	B. Private Access Easement. GRANTOR hereby grants to the owners and occupants of Lots/Tracts on the attached minor subdivision plat a private access easement for vehicular and pedestrian ingress and egress on, over, and across the property designated as "Public Utility, Sewer, Drainage, and Private Access Easement" on the attached minor subdivision plat. Said easement shall be for the benefit of the owners and occupants of Lots/Tracts, their guests and invitees. The rights conveyed by said private access easement shall be limited to such as is customarily incidental to usage of the lot.
	The private access easement shall not be dedicated to or maintained by the public except by agreement of the owners of all the Lots/Tracts and only with the approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.
	All costs or expenses incidental to the maintenance, repair or rebuilding of said road so as to keep it in a good and passable condition as a road shall be borne [equally] by Lots/Tracts [Any owner who fails to pay the assessment promptly upon demand by the person who has borne said cost or expense shall be subject to a lien upon filing of an appropriate notice in the County Clerk's Office. Said lien may be enforced against the property in the same manner as mortgages are foreclosed upon real property.]



The owners of Lots/Tracts shall have the power to make all decisions relating to the implementation of the purposes and provisions hereof and such decisions shall be made by a majority vote of those persons representing the owners who are present and voting at a regularly called meeting at which a quorum is present. The representatives shall have one vote for each lot represented.

A meeting may be called at any time by any owner by giving at least 21 days written notice to all other owners of the time, place and purpose thereof. Such meeting shall be held on the lot of the person calling the meeting, or other location just as convenient to said owners, and notice thereof shall be sent by first class mail to the last known address of the intended recipient. Notice to one owner of a given lot shall be considered notice to all owners of that lot.

Without limiting the generality of the preceding paragraphs, at such meeting decisions may relate to any of the following matters:

- The manner and extent of maintenance, repair or rebuilding desired for said road.
- Delegation of authority to one or more persons relating to such matters as may be desirable, included but not limited to signing contracts, collecting funds, selecting a depository, signing checks, keeping records, or any other matter desired to carry out the purposes or provisions of this instrument.
- 3. Whether contracts relating to the maintenance, repair or rebuilding should be taken on bids or otherwise.
- 4. Whether litigation should be commenced for the purpose of enforcing the provisions hereof to be paid for from assessments collected or a fund maintained for the purposes of this instrument.
- 5. Whether any person delegated authority to carry out the provisions of this instrument shall be compensated or required to be bonded.
- Any rules or regulations relating to the manner of the use of the road including but
  not limited to, speed limits, parking restrictions, weight limits, or other use of the paved or
  unpaved portion of the right-of-way including establishment of easements for water, gas,
  electricity, sewers and drainage.
- 7. Whether payments determined in accordance with the preceding paragraphs should be made only as needed, or on a regular periodic basis (monthly, annual, etc.) in regular amounts, the time such payments are due, and the amount of any penalties required for delinquent payment or violation of any rules or regulations relating to the use of said road.
- **C.** <u>Amendment.</u> The provisions of this document may not be modified except by agreement of the owners of all the Lots/Tracts and the approval of the Louisville and Jefferson County Planning Commission.
- **D.** <u>Binding Effect.</u> The provisions of this document shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs, and assigns, and may be enforced by any one or more of the owners of the Lots/Tracts subject to the attached minor subdivision plat in a civil action at law or in equity.
- **E.** <u>Severability.</u> The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.



IN TESTIMONY WHEREOF, witness the signature of the GRANTOR as of the day and year set out above.

GRANTOR's Signature
COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON )
The foregoing Dedication of Public Utility, Sewer and Drainage Easements and Private Access Easements was signed, sworn to, and acknowledged before me by, GRANTOR, this day of, 20
My commission expires:
Notary Public, Kentucky State-At-Large
This Instrument prepared by:
(Signature)
Name
Address
Phone
7.9.80 Certificate of Approval
Approved this day of, 20
Invalid if not recorded before this date:
By: Planning Commission
Approval subject to attached Certificates.
Special requirement(s): Docket Number:



## 7.9.90 Certificate of Residual Land

A.	because of its size, the following statement may be used:			
	sidual land of tract herewith being subdivided is in a single parcel of			
	acres designated as tract and has frontage of which is (are) (a) public way(s).			
	Land Surveyor signature (Signature on Surveyor's Certificate is acceptable)			
B.	If the total extent of the land being consolidated cannot reasonably be shown on the plat because of its size, the following statement may be used:			
	Tract, a parcel of land herewith being conveyed, will become a part of tract, a single parcel of acres which has frontage of which is (are) (a) public way(s).			
	Land Surveyor signature (Signature on Surveyor's Certificate is acceptable)			



## 7.9.91 Zoning Certificate

This certificate must be signed by the owner(s) of all property shown on the plat.

With the exception of those existing encroachments which are not affected by the actions of this plat and are noted hereon, I / We hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon are in compliance with all the provisions of the Form District Regulations. With the exception of those encroachments noted on the face of the plat, any such buildings or improvements not in compliance with the Form District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket No or documentation of the existence of the buildings or improvements prior to the adoption of the applicable regulations has been submitted to Planning Commission staff.

	Ow	ner(s) Signature	
(If the last sei "Docket	 olicable, "N.A." sł	nould be placed in	the space after

#### 7.9.92 Certificate of Sewer Extension

(This certificate must be signed by the owner(s) of all property shown on the plat. This includes owner(s) of residual tracts. Separate certificates for each owner may be used.)

This is to certify that the undersigned is the owner(s) of the land shown on this plat and hereby acknowledges that this plat is being approved with the condition that prior to any construction activity (including but not limited to clearing, grading, excavation or issuance of building permits) on any of the lots created hereby, a contract for extension of the sanitary sewer collection system (also known as a "lateral extension contract") shall be executed with the Metropolitan Sewer District.

Owner(s) Signature	
Owner(s) Signature	
Address	
Title	

# 7.9.93 Certificate of Signature Entrance

on easement for signature entrance purposes, including walls, fences and landscaping, is hereby beserved on, over and under the strip of land and spaces defined and bounded by dashed lines ma Signature Entrance/Landscape Easement" for the installation, maintenance and repair of signature Figuralis, fences and landscaping. The easement shall be for the benefit of	9
Homeowners' Association, Inc., and its assigns or agents	3.
any public agency responsible for maintenance of facilities within the right-of-way may require for a eason the removal of a signature entrance located within the right-of-way. The removal shall be do the owner's expense and within 30 days from receiving a written notice.	
DWNERS:	